

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SCHNUCK MARKETS, INC.,)
Plaintiff(s),)
vs.)
FANFARE MEDIA WORKS, INC.,)
Defendant(s).)
Case No. 4:07CV01341 RWS

MEMORANDUM AND ORDER

This matter is before me on Plaintiff Schnuck Markets, Inc.'s Motion for Default Judgment [#18] against Defendant Fanfare Media Works, Inc. Fanfare Media Works did not respond within 20 days to the summons and complaint served on it. Because Fanfare Media Works has failed to defend the Complaint, Schnuck Markets is entitled to a default judgment under Rule 55 of the Federal Rules of Civil Procedure. For the following reasons, Schnuck Markets is entitled to judgment in the sum of \$107,699.73, and court costs.

Background

Schnuck Markets filed this lawsuit in St. Louis County Circuit Court on May 29, 2007. Fanfare Media Works was served with a summons and complaint on July 2, 2007, and removed the case to this Court on July 26, 2007. Thereafter, Fanfare Media Works obtained extensions of time to plead, the last extension being an informal agreement between counsel that Fanfare's responsive pleading was due on or before September 7, 2007. As of this date, Fanfare has not filed a responsive pleading. On October 17, 2007, the Clerk of this Court filed an Entry of Default against Fanfare Media Works.

Schnuck claims breach of two contracts: an Adcart Exhibitor Agreement, and a Benchworks Exhibitor Agreement. With regard to the Adcart Exhibitor Agreement, Fanfare has

been in breach for failing to make a scheduled Thirty Thousand and 00/100 Dollars (\$30,000.00) payment due under the contract by March 31, 2006, and a scheduled Twenty Thousand and 00/100 Dollars (\$20,000.00) payment due under the contract by May 31, 2006. With regard to the Benchworks Exhibitor Agreement, Fanfare has been in breach for failing to make a full scheduled payment by May 15, 2006, such that, as of that date, it owed Forty-Five Thousand Six Hundred and 00/100 Dollars (\$45,600.00) under the contract. Prior to the filing of this lawsuit, Fanfare admitted that it owed the above referenced amounts.

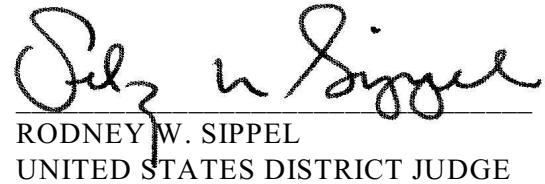
Under Missouri law, because the above sums are liquidated, Schnuck is entitled to prejudgment interest in the amount of 9% per year. Section 408.020, RSMo (2007). As of October 1, 2007, Fanfare owes Four Thousand Fifty Three and 69/100 Dollars (\$4,053.69) in interest for the Thousand and 00/100 Dollars (\$30,000.00) amount that was due by March 31, 2006; Five Thousand Six Hundred Forty Four and 40/100 Dollars (\$5,644.40) in interest for the Forty-Five Thousand Six Hundred and 00/100 Dollars (\$45,600.00) amount that was due by March 15, 2006; and Two Thousand Four Hundred One and 64/100 Dollars (\$2,401.64) in interest for the Twenty Thousand and 00/100 Dollars (\$20,000.00) amount that was due by May 30, 2006. This totals Twelve Thousand Ninety Nine and 73/100 Dollars (\$12,099.73) in prejudgment interest. Thus, the total amount due is One Hundred Seven Thousand Six Hundred Ninety Nine and 73/100 Dollars (\$107,699.73).

As a result, Schnuck is entitled to entry of a default judgment in the total amount of \$107,699.73, and court costs.

Accordingly,

IT IS HEREBY ORDERED that Plaintiff Schnuck Markets, Inc's Motion for Default Judgment [#18] is **GRANTED**.

A separate judgment will be entered in this matter.



RODNEY W. SIPPEL
UNITED STATES DISTRICT JUDGE

Dated this 15th day of November, 2007.